

## REIMBURSEMENT AGREEMENT

### SOUTH POINT ACCESS AREA Lake Wylie, FERC Project No. 2232

This Agreement is made this \_\_\_ day of \_\_\_\_\_, 2023, by and between **GASTON COUNTY** (“*County*”), body politic and political subdivision of the State of North Carolina, and **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company (“*Duke Energy*”).

#### RECITALS

WHEREAS, Duke Energy holds a license from the Federal Energy Regulatory Commission (“*FERC*”) to operate the Catawba-Wateree Hydroelectric Project No. 2232 (“*Project*”); and

WHEREAS, Duke Energy has offered to lease to the County certain land owned by Duke Energy located within the Project Boundary for the operation and maintenance of the South Point Access Area; and

WHEREAS, the County intends to lease such land for the purpose of operating and maintaining the South Point Access Area and desires that certain facilities be constructed (“*Non-Project Facilities*,” as more particularly described below); and

WHEREAS, Duke Energy is willing to construct or install the Non-Project Facilities provided the County agrees to reimburse Duke Energy for a portion of the cost of constructing or installing such facilities as described herein.

NOW THEREFORE, in consideration of the premises recited above, the County and Duke Energy hereby agree as follows:

1. **Construction/Installation of Non-Project Facilities.** The County will cover 25% and Duke Energy will cover the remaining 75% of the total actual cost to design, acquire required permits and approvals and construct the Non-Project Facilities (“*Total Actual Cost*”) and which Total Actual Cost is conservatively estimated at Nine Hundred Thousand and No/100 Dollars (\$900,000.00) as of June 12, 2023. Duke Energy agrees to construct or install the following improvements at the South Point Access Area, as described and shown on the plan dated June XX, 2023, attached hereto as **Exhibit A** and incorporated herein by this reference:

- a. Canoe/Kayak launch
- b. 20-25 space paved parking lot
- c. Small CXT building
- d. Concrete sidewalks
- e. Landscaping, signage, and gate
- f. Construction oversight and supervision

In addition to 25% of the Total Actual Cost, the County shall be solely responsible for the cost of any “change orders” or additions associated with construction or installation of the Non-Project Facilities and requested by the County.

2. **Reimbursement by COUNTY.** The County agrees to pay Duke Energy 25% of the Total Actual Cost and the cost of any change orders (if applicable) within ninety (90) days after the date that Duke Energy and the County conduct a final satisfactory inspection of the completed Non-Project Facilities. The County understands and agrees that Duke Energy will begin construction or installation of the Non-Project Facilities after execution of this Agreement in reliance upon the County’s agreement to reimburse Duke Energy as provided in this Agreement. Anticipated construction start is early 2024.

3. **Notice.** All notices, requests and other communications under this Agreement shall be in writing and shall be delivered in person, by U.S. Mail, overnight courier or electronic mail addressed as follows:

Duke Energy:                      Jeff Lineberger  
General Manager, Water Strategy, Hydro Licensing and  
Lake Services  
526 South Church Street, EC12Q  
Charlotte, NC 28202  
[Jeff.Lineberger@Duke-Energy.com](mailto:Jeff.Lineberger@Duke-Energy.com)

Gaston County:                      Ray Maxwell, PE  
Infrastructure & Asset Manager  
County Manager’s Office  
128 W. Main Ave.  
Gastonia, NC 28052  
[Ray.Maxwell@gastongov.com](mailto:Ray.Maxwell@gastongov.com)

4. **Miscellaneous.**

(a) **Entire Agreement; Modifications.** This Agreement constitutes and embodies the entire understanding between the County and Duke Energy with respect to the transactions contemplated herein and all prior or contemporaneous agreements, understandings, representations and statements (oral or written) are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

(b) **Captions.** The captions in this Agreement are inserted for convenience or reference only and in no way define, describe, or limit the scope or intent of this Agreement or any of the provisions hereof.

(c) Construction. No provision of this Agreement shall be construed more strongly in favor of or against a party by reason of that party having drafted the language of that provision.

IN WITNESS WHEREOF, the County and Duke Energy have executed this Agreement on the day and year first above written.

GASTON COUNTY:

DUKE ENERGY CAROLINAS, LLC:

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: Ray Maxwell

Printed Name: Randy Herrin

Title: Infrastructure & Asset Manager

Title: Vice President, Carolinas Regulated  
Renewables & Lake Services

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_